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March 24, 2008

Re: American Home Assurance Company v.  
Delta Air Lines, Inc., UTi United States and  
Servicio Logistics Intergrados  
Our File: 0103.272

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**VIA E-MAIL**

Roberta Miranda, Esq.  
Mendes & Mount, LLP  
750 Seventh Avenue  
New York, NY 10019-6829

Dear Ms. Miranda:

Thank you for letter of February 20, 2008 regarding Swissport USA, Inc. taking over the defense of Delta Air Lines, Inc., in the captioned action. We have discussed your proposal, as set forth in the agreement which you provided, with our clients and write to advise you that that agreement is unacceptable, as proposed.

In accordance with Master Agreement for Airport Services between Swissport USA, Inc. and Delta Air Lines, Inc., Delta requests that Swissport agree to: (1) assume the defense of Delta in the captioned action, at Swissport's expense; (2) indemnify Delta, and its insurers, for all costs and expenses of any kind or nature whatsoever (including, but not limited to interest, costs and attorney's fees) incurred in the defense of the captioned matter from its inception until its conclusion; and (3) indemnify Delta for any and all judgments against it in this action, without reservation.

Upon Swissport's agreement to the foregoing, Delta will agree:

- (1) To dismiss, with prejudice, the third-party action which it has commenced against Swissport, in the captioned action;

- (2) That Swissport may proceed with a unified defense of itself and Delta and may employ a single law firm, of its choice, to defend both Swissport and Delta in this action. To that extent, Delta consents to such joint representation and waives any conflict which currently exists.
- (3) That in the event of future litigation involving Swissport and Delta, unrelated to the captioned action, the law firm which Swissport appoints to defend both Delta and Swissport in this action may represent Swissport in such future litigation and Delta will not seek to disqualify said law firm because of said law firm's representation of Delta in this action or because of confidential knowledge or information which said law firm may acquire in the defense of this law suit.
- (4) That the law firm appointed to represent both Swissport and Delta in this action may disclose to Swissport and its insurers information which it obtains from Delta regarding Delta's cargo handling procedures, in general and the handling of the involved shipment by Delta and/or agents acting on Delta's behalf.
- (5) That it will cooperate fully with counsel designated by Swissport and will provide said counsel with, among other things, all previously exchanged discovery and pleadings and any and all non-privileged documents resulting from Delta's investigation of the involved shipment. It will make its involved employees available to Swissport's counsel for interviews, depositions and/or trial testimony.

If the foregoing meets with Swissport's approval, please have them so indicate by signing and returning a copy hereof to us.

Very truly yours,

MOUND COTTON WOLLAN & GREENGRASS

By

  
Francis A. Montbach

FAM:mk

AGREED TO:

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SWISSPORT USA, INC.